Insurance

Grand Trunk Railway of Canada.

OFFICE OF THE SECRETARY & TREASURER,

Montreal, December 1st, 1873.

CIRCULAR No. 275.

To Heads of Departments, Agents, and others.

1. Referring to the Managing Director's Circular No. 155, and my Circular No. 234, respecting the insurance of the Company's employes against injury, or death by accident, I have to inform you that it has been determined to terminate the existing agreement with the Travelers Insurance Company, of Hartford, and to substitute therefor, as from the 12th January next, an arrangement by which the Grand Trunk Company will become the Trustees of a Fund to be formed for the purpose of indemnifying its employes for loss of time consequent upon injuries received *whilst in the performance of their duties*, and in cases where such injuries may result in death, of making provision for the families or dependent relatives of the deceased.

2. The fund to be created will be called "The Employes Insurance Fund," and will be formed by four-weekly contributions by the employes, to be deducted from their pay in the same way as is now done under the present system, and according to the revised rates which are printed at the foot of this Circular. The Grand Trunk Railway Company will supplement the amount so appropriated by an equal donation from the funds of the Company.

3. By agreement with the medical men along the line of Railway, the employes who contribute to this fund will also in future, whilst suffering from bodily disability, caused by accidental injury, be entitled to receive for a reasonable period the best medical advice within reach, the cost of which will be charged against the Fund.

4. The following provisions of the existing contract with the Travelers' Insurance Company are applicable to the new arrangement, and all claims made upon the Fund will be adjusted strictly in accordance therewith:

"Any loss or losses occurring under this arrangement shall be payable within a reasonable time after good and sufficient proof that the insured under the provisions of the arrangement shall have sustained bodily injuries effected by violent and accidental means within the intent and meaning of this arrangement and the conditions herein contained and such injuries shall have occasioned the death of the insured within three calendar months after the happening thereof, or if the insured shall sustain bodily injuries as aforesaid, which shall independently of all other causes immediately and totally disable him from the prosecution of any and every kind of business, then, on satisfactory proof of such injuries and disability, there shall be paid forthwith to the insured, an indemnity for the loss of time sustained by him in consequence of disability as aforesaid, at a sum per week to be determined as hereinafter specified, provided however that such indemnity shall be payable only for the period of continuous total disability immediately following the accident and injuries, but in no case for a period exceeding Twenty-six consecutive weeks.

"All claims under this arrangement shall be payable in the kind of currency either Canadian or American in which the premiums are paid.

"No persons shall be insured under this arrangement except such as are regularly employed in the service of the Grand Trunk Railway Company of Canada.

"The insurance granted hereunder shall not extend to any injury of which there shall be no external and visible sign nor to any death or disability which may have been caused wholly or in part by bodily infirmities or disease existing prior or subsequent to the date of this arrangement or by the taking of poison or any surgical operation or medical treatment for disease nor to any case except where the injury aforesaid is the proximate and sole cause of the disability or death, and no claim shall be made under this arrangement when the death or injury may have been caused by duelling, fighting, wrestling, lifting or over exertion or by suicide (felonies or otherwise sane or insane,) or by sun-stroke, self inflicted injuries or by concealed weapons carried by the insured or when the death or injury may have happened in consequence of war, riot or invasion, or riding or driving races, or of exposure to any obvious or unnecessary danger, hazard or perilous adventure, or of violating the rules of any company or corporation, or when the death or injury shall have happened while the insured was or in consequence of his having been under the influence of intoxicating drinks, or taking part in gymnastic sports, or while employed in mining, blasting or wrecking, or in the manufacturing, or use of gunpowder or other explosive substances or while engaged in, or in consequence of any unlawful act, and this insurance shall not be held to extend to mysterious disappearances nor to any case of death or disability, the nature, cause or manner of which is unknown or incapable of direct and positive proof.

"All sums which may be paid by way of indemnity to the insured by virtue of this arrangement, shall be accounted in diminution of the principal sum hereby insured, so that in case of subsequent death or injury during the continuance of this arrangement the total amount to be paid by the said company shall not in any case exceed the principal sum hereby insured.

"No claim shall be payable under this arrangement, unless a medical adviser of the Grand Trunk Railway Company shall be allowed to examine the person of the insured in respect to alleged injury or cause of death when and so often as may be reasonably required on behalf of the said company."

5. The present mode of procedure in regard to establishing proof of injuries alleged to have been sustained, or of death resulting therefrom, will continue to be followed. Settlement of all claims allowed will, however, in future, be made without the delay inseparable from the present system of insurance.

6. It is expected that all present and future employes of the Company who from the nature of their occupations are exposed to the risk of accidental injury in the discharge of their duties, will enrol their names as subscribers to the Fund, and no servant of the Company who neglects to avail himself of the opportunity hereby afforded will be entitled to receive any compensation whatever from the Company's funds in case of injury, either as a direct payment, or in the shape of gratuitous medical attendance, *and as stated in the Managing Director's Circular No.* 155, *no wages will be allowed to any employe whilst off duty from accident.*

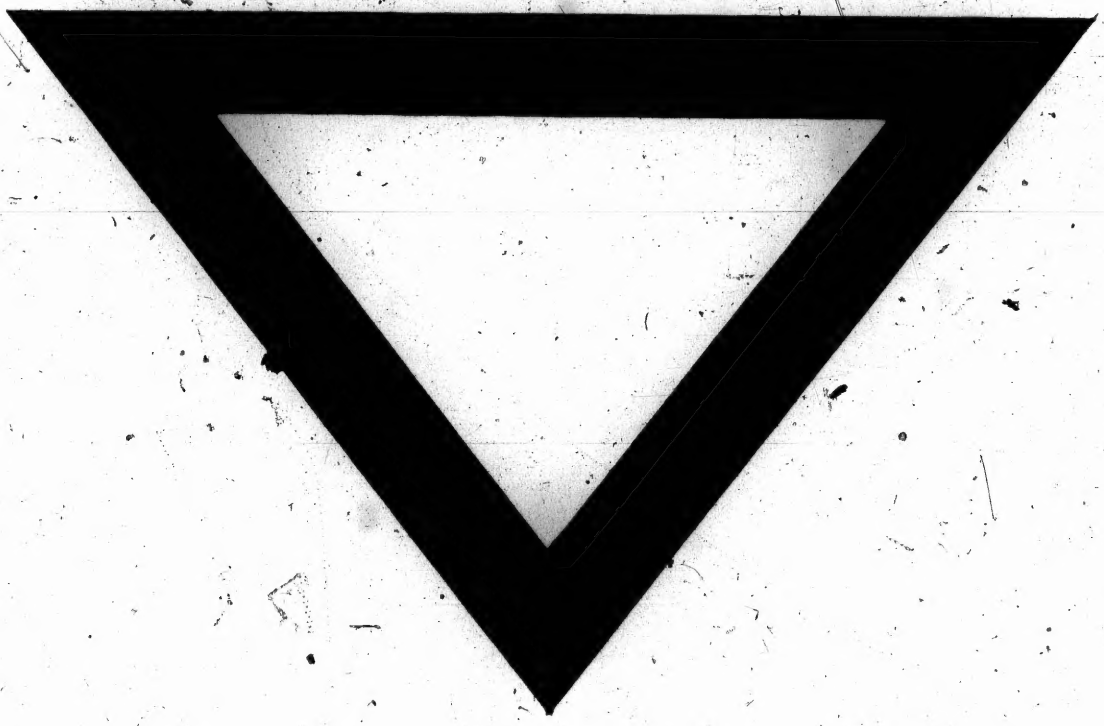
7. The deductions hitherto made from the pay of employes insured under the old system will be continued, at the reduced rates, and the parties, in addition to being secured in all the rights which they now possess, will become participants in the benefits conferred by the new arrangement.

8. As the Fund to be established will operate for the *mutual benefit* of all the contributors, it will not be competent for an employe on leaving the service of the Company to claim repayment of the amount of his individual contribution, or any part thereof, and this proviso must be understood and agreed to by all who may become parties to the arrangement, and is made a condition of their subscription to the Fund.

9. In case of any dispute arising as to the payment of claims made, the matter shall be referred to the Managing Director of the Company, whose decision on the subject shall be accepted as final.

10. Every man who takes advantage of this arrangement will be required to sign an agreement on a form to be provided for the purpose, setting forth that he accepts these conditions, and making also provision for the distribution of the amount for which he may be insured, in the event of his death from accident whilst in the service of the Company.

JOSEPH HICKSON,
Secretary & Treasurer.

Memo. of Amounts to be Insured and Payments to be made.

Occupation.	First Class. $500 at death, or $5 per week compensation in case of injury for 26 weeks. Per 4 Weeks.	Second Class. $300 at death, or $3 per week compensation in case of injury, for 26 weeks. Per 4 Weeks.
Engine Drivers.....	50 cents.	35 cents.
Firemen.....		
Yardsmen.....		
Conductors and Brakemen.....		
All other occupations.....	30 cents.	25 cents.